

~~JS 44 (Rev 06/17)~~

### **I. (a) PLAINTIFFS**

## Stillwater Insurance Company

NOTE IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Jennie Philip, Esquire  
2000 Market Street, Suite 2300, Philadelphia, PA 19103

RECEIPT #	AMOUNT	APPLYING IF P	JUDGE	MAG JUDGE
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**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**DESIGNATION FORM**

*(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)*

Address of Plaintiff 6600 Ditman Street, Philadelphia, PA 19135

Address of Defendant: 4905 Belfort Road, Suite 110, Jacksonville, FL 32256-6007

Place of Accident, Incident or Transaction: 6600 Ditman Street, Philadelphia, PA 19135

**RELATED CASE, IF ANY:**

Case Number \_\_\_\_\_ Judge \_\_\_\_\_ Date Terminated \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions.

- |   |   |                              |  |
|---|---|------------------------------|--|
| 1 | Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2 | Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3 | Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4 | Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE 9/6/18

Jennie Philip  
Attorney-at-Law / Pro Se Plaintiff

207631  
Attorney I D # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A Federal Question Cases**

- ☐ 1 Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2 FELA
- ☐ 3 Jones Act-Personal Injury
- ☐ 4 Antitrust
- ☐ 5 Patent
- ☐ 6 Labor-Management Relations
- ☐ 7 Civil Rights
- ☐ 8 Habeas Corpus
- ☐ 9 Securities Act(s) Cases
- ☐ 10 Social Security Review Cases
- ☐ 11. All other Federal Question Cases  
(Please specify) \_\_\_\_\_

**B Diversity Jurisdiction Cases.**

- ☒ 1 Insurance Contract and Other Contracts
- ☐ 2 Airplane Personal Injury
- ☐ 3 Assault, Defamation
- ☐ 4 Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify) \_\_\_\_\_
- ☐ 7. Products Liability
- ☐ 8. Products Liability Asbestos
- ☐ 9 All other Diversity Cases  
(Please specify) \_\_\_\_\_

**ARBITRATION CERTIFICATION**

*(The effect of this certification is to remove the case from eligibility for arbitration)*

I, Jennie Philip, Esquire, counsel of record or pro se plaintiff, do hereby certify

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs.

☐ Relief other than monetary damages is sought

**SEP -7 2018**

DATE 9/6/18

Jennie Philip  
Attorney-at-Law / Pro Se Plaintiff

207631  
Attorney I D # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F R C P 38

GAM

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

ERIANNA LOTT-BECKLES AND

NIGEL BECKLES

v.

STILLWATER INSURANCE COMPANY

:  
:  
:  
:  
:

CIVIL ACTION

NO.

18-3829

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus-Cases brought under 28 U.S.C. §2241 through §2255. ( )
- (b) Social Security-Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration-Cases require to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos-Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management-Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management--Cases that do not fall into any one of the other tracks. (X)

9/6/18 Date Jennie Philip Attorney-at-law Jennie Philip Attorney for Defendant

(215) 575-2781 Telephone (Civ. 660) 10/02 215-575-0856 FAX Number jjphilip@mdwgc.com E-Mail Address

SEP - 7 2018

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ERIANNA LOTT-BECKLES  
AND  
NIGEL BECKLES

vs.

STILLWATER INSURANCE COMPANY  
AND  
STILLWATER INSURANCE SERVICES, INC.  
AND  
STILLWATER INSURANCE GROUP

CIVIL DOCKET NO:

18-3829

**NOTICE OF REMOVAL**

**TO: THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Defendant, Stillwater Insurance Company by and through its attorneys, Marshall Dennehey Warner Coleman & Goggin, hereby files this Notice of Removal of this case from the Court of Common Pleas of Philadelphia County, Pennsylvania, where it is now pending, to the United States District Court for the Eastern District of Pennsylvania on the basis of diversity jurisdiction, and in support thereof avers as follows:

1. Plaintiffs, Erianna Lott-Beckles and Nigel Beckles, commenced this action against Defendant by Complaint filed on July 30, 2018 in the Court of Common Pleas of Philadelphia County, Pennsylvania, docketed as Case Number 180703325. (A copy of the Complaint is attached hereto and marked as Exhibit "A").

2. The Complaint states that Plaintiffs, Erianna Lott-Beckles and Nigel Beckles, are adults individual who reside at 6600 Ditman Street, Philadelphia, PA 19135. The subject of the complaint is related to a loss that occurred to the property owned by the Plaintiff located 6600 Ditman Street, Philadelphia, PA 19135. (Exhibit "A" ¶1) Therefore, upon information and belief, Plaintiffs are citizens of the Commonwealth of Pennsylvania.

SEP 7 2018



3. Defendant, Stillwater Insurance Company is a corporation organized and existing under the laws of the State of Florida, with its principal place of business located at 4905 Belfort Road, Suite 110, Jacksonville, FL 32256-6007.

4. Plaintiffs' Complaint asserts a claim for breach of contract arising out of a homeowner's policy issued by Defendant, Stillwater Insurance Company. (Exhibit "A") .

5. This Honorable Court has jurisdiction pursuant to the provisions of 28 U.S.C. §1332 based upon the fact that there exists diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00.

6. The present lawsuit is accordingly removable from the state court to the United States District Court pursuant to 28 U.S.C. §§ 1441 and 1446 .

7. Pursuant to 28 U.S.C. § 1446(b), Defendant has timely removed this case. Where cases are not originally removable, “a notice of removal may be filed within thirty days after receipt by the defendant, through service or otherwise, of a copy of an amended pleading, motion, order or other papers from which it may first be ascertained that the case is one which is or has become removable...” 28 U.S.C. § 1446(b).

8. In their Complaint, Plaintiffs have demanded a judgment in the amount in excess of \$50,000.00 in connection with the claim for breach of contract. (Exhibit "A"). Further, plaintiffs are seeking extra-contractual damages in Count II of their Complaint, specifically under §8371, bad faith.

9. As such, this Honorable Court has jurisdiction pursuant to the provisions of 28 U.S.C. §1332 based upon the fact that there exists diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00.

10. This Notice of Removal (“Notice”) is timely filed in compliance with 28 U.S.C. § 1446(b) because it is filed within thirty days of August 10, 2018, the date on which the Complaint was served.

11. Written notice of the filing of this Notice of Removal has been given to the adverse party in accordance with 28 U.S.C. §1446(d) and as noted in the attached Certificate of Service.

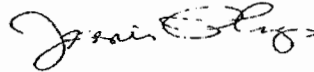
12. Promptly after filing with this Honorable Court and with the assignment of a Civil Action Number, a copy of this Notice of this Removal will be filed with the Court of Common Pleas of Philadelphia County, Pennsylvania in accordance with 28 U.S.C. § 1446(d).

13. Copies of all process, pleadings and other Orders which have been received by Defendant in this action are filed herewith.

**WHEREFORE**, Defendant, Stillwater Insurance Company respectfully requests that it may affect the Removal of this action from the Court of Common Pleas of Philadelphia County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania.

Respectfully submitted,

MARSHALL DENNEHEY WARNER  
COLEMAN & GOGGIN



By

---

Jennie Philip, Esquire  
2000 Market Street, Ste. 2300  
Philadelphia, PA 19103  
(215) 575-2781  
jjphilip@mdwgc.com  
Attorney for Defendant

Date: September 7, 2018

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ERIANNA LOTT-BECKLES  
AND  
NIGEL BECKLES

vs.

STILLWATER INSURANCE COMPANY  
AND  
STILLWATER INSURANCE SERVICES, INC.  
AND  
STILLWATER INSURANCE GROUP

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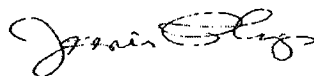
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CIVIL DOCKET NO:

**CERTIFICATION**

I, Jennie Philip, Esquire, hereby certify that the facts set forth in the foregoing Notice of Removal are true and correct to the best of my knowledge, information and belief.

**MARSHALL DENNEHEY WARNER  
COLEMAN & GOGGIN**



BY: \_\_\_\_\_

JENNIE PHILIP, ESQUIRE  
Identification Number: 207631  
JAMES H. COLE, ESQUIRE  
Identification Number: 84039  
2000 Market Street, 23<sup>rd</sup> Floor  
Philadelphia, PA 19103  
Phone: (215) 575-2781/Fax: (215) 575-0856  
E-mail: jjphilip@mdwecg.com/  
jhcole@mdwecg.com  
Attorneys for Defendant,  
Stillwater Insurance Company

Dated: September 7, 2018

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ERIANNA LOTT-BECKLES

AND

NIGEL BECKLES

vs.

CIVIL DOCKET NO:

STILLWATER INSURANCE COMPANY

AND

STILLWATER INSURANCE SERVICES, INC.

AND

STILLWATER INSURANCE GROUP

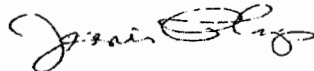
**CERTIFICATE OF SERVICE**

I, Jennie Philip, Esquire, attorney for defendant, Stillwater Insurance Company hereby certify that a true and correct copy of the foregoing Notice of Removal was served upon the following party via U.S. Mail and/or

Electronic Mail on the date below:

Allan J. Aigeldinger, III, Esquire  
Law Offices of Craig A. Altman, Esquire  
19 S. 21st Street  
Philadelphia, PA 19103

**MARSHALL DENNEHEY WARNER  
COLEMAN & GOGGIN**



BY: \_\_\_\_\_

JENNIE PHILIP, ESQUIRE  
Identification Number: 207631  
JAMES H. COLE, ESQUIRE  
Identification Number: 84039  
2000 Market Street, 23<sup>rd</sup> Floor  
Philadelphia, PA 19103  
Phone: (215) 575-2781/Fax: (215) 575-0856  
E-mail: jjphilip@mdwecg.com/  
jhcole@mdwecg.com  
Attorneys for Defendant,  
Stillwater Insurance Company

Dated: September 7, 2018



# EXHIBIT A

CRAIG A. ALTMAN

ALLAN J. AIGELDINGER, III  
AJAIGELDINGER@HOTMAIL.COM

CORY A. TROBMAN  
CTROBMAN@ALTMAN-LAWFIRM.COM

ELI S. LEVINE  
ELELEVINE@ALTMAN-LAWFIRM.COM

PLEASE REPLY TO PHILADELPHIA OFFICE

LAW OFFICES

*Craig A. Altman, P.C.*

A PROFESSIONAL CORPORATION  
19 SOUTH 21<sup>ST</sup> STREET  
PHILADELPHIA, PENNSYLVANIA 19103

(215) 569-4488

FAX (215) 569-8610

CAMDEN CO. OFFICE  
COOPER RIVER LAW BLDG  
6931 NORTH PARK DRIVE  
PENNSAUKEN, NJ 08109

CUMBERLAND CO. OFFICE  
SUITE 103  
1173 EAST LANDIS AVENUE FRONT  
VINELAND, NEW JERSEY 08360  
(856) 327-8899

MEMBERS OF THE FIRM ARE  
LICENSED TO PRACTICE IN  
PA, NJ

August 7, 2018

**Certified & First Class Mail**


Stillwater Insurance Group  
4905 Belford Road, Suite 110  
Jacksonville, FL 32256-6007

RE: Erianna Lott-Beckles, et al. v. Stillwater Insurance Company, et al.

Dear Sir/Madam:

Enclosed please find a time-stamped copy of the Complaint filed against you in the above-captioned matter, please send the Complaint to whom is handling this matter, either your attorney or your insurance company. Please note you have 20 days in which to file a responsive pleading or a Default Judgment can and will be filed against you.

Very truly yours,



ALLAN J. AIGELDINGER, III, ESQUIRE

AJA/tlf  
Enclosures

Trial Division

JULY 2018

003325

## Civil Cover Sheet

E-Filed Number 1807065088

PLAINTIFF'S NAME  
ERIANNA LOTT-BECKLES

DEFENDANT'S NAME  
STILLWATER INSURANCE COMPANY

PLAINTIFF'S ADDRESS  
6600 DITMAN STREET  
PHILADELPHIA PA 19135

DEFENDANT'S ADDRESS  
4905 BELFORT ROAD SUITE 110  
JACKSONVILLE FL 32256-6007

PLAINTIFF'S NAME  
NIGEL BECKLES

DEFENDANT'S NAME  
STILLWATER INSURANCE SERVICES, INC.

PLAINTIFF'S ADDRESS  
6600 DITMAN STREET PHILADELPHIA  
PHILADELPHIA PA 19135

DEFENDANT'S ADDRESS  
4905 BELFORT ROAD SUITE 110  
JACKSONVILLE FL 32256-6007

PLAINTIFF'S NAME

DEFENDANT'S NAME  
STILLWATER INSURANCE GROUP

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS  
4905 BELFORT ROAD SUITE 110  
JACKSONVILLE FL 32256-6007

TOTAL NUMBER OF PLAINTIFFS

2

TOTAL NUMBER OF DEFENDANTS

3

COMMENCEMENT OF ACTION

☒ Complaint☐ Petition Action☐ Notice of Appeal☐ Writ of Summons☐ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY

☐ \$50,000.00 or less☒ More than \$50,000.00

COURT PROGRAMS

☐ Arbitration☐ Jury☒ Non-Jury☐ Other☐ Mass Tort☒ Savings Action☐ Petition☐ Commerce☒ Minor Court Appeal☒ Statutory Appeals☐ Settlement☐ Minors☐ W/D/Survival

CASE TYPE AND CODE

1J - BAD FAITH

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

FILED  
PRO PROTHYIS CASE SUBJECT TO  
COORDINATION ORDER?

YES

NO

JUL 30 2018

M. BRYANT

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: ERIANNA LOTT-BECKLES , NIGEL BECKLES

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY

ALLAN J. AIGELDINGER III

ADDRESS

19 S 21ST ST  
PHILADELPHIA PA 19103

PHONE NUMBER

(215) 569-4488

FAX NUMBER

(215) 569-8610

SUPREME COURT IDENTIFICATION NO

72739

E-MAIL ADDRESS

ajaigeldinger@hotmail.com

SIGNATURE OF FILING ATTORNEY OR PARTY

ALLAN AIGELDINGER III

DATE SUBMITTED

Monday, July 30, 2018, 03:33 pm

FINAL COPY (Approved by the Prothonotary Clerk)

MAJOR NON-JURY

ASSESSMENT OF DAMAGES,

IS REQUIRED

Filed and Attested by the  
Office of Judicial Records  
30 JUL 2018 03:33 pm  
H. BRYANT  
JUDICIAL DISTRICT OF PENNSYLVANIA

LAW OFFICES OF CRAIG A. ALTMAN, ESQUIRE  
BY: ALLAN J. AIGELDINGER, III, ESQUIRE  
I.D. #: 72739  
19 S. 21st STREET  
PHILADELPHIA, PA 19103  
(215) 569-4488

ATTORNEY FOR  
PLAINTIFF(S)

ERIANNA LOTT-BECKLES	:	PHILADELPHIA COUNTY COURT OF
6600 DITMAN STREET	:	COMMON PLEAS
PHILADELPHIA, PA 19135	:	
AND	:	TERM, 2018
NIGEL BECKLES	:	NUMBER:
6600 DITMAN STREET	:	
PHILADELPHIA, PA 19135	:	
VS.	:	
STILLWATER INSURANCE COMPANY	:	
4905 BELFORT ROAD	:	
SUITE 110	:	
JACKSONVILLE, FL 32256-6007	:	
AND	:	
STILLWATER INSURANCE	:	
SERVICES, INC.	:	
4905 BELFORT ROAD	:	
SUITE 110	:	
JACKSONVILLE, FL 32256-6007	:	
AND	:	
STILLWATER INSURANCE GROUP	:	
4905 BELFORT ROAD	:	
SUITE 110	:	
JACKSONVILLE, FL 32256-6007	:	

COMPLAINT IN CIVIL ACTION

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

Case ID: 180703325

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PHILADELPHIA BAR ASSOCIATION

LAWYER REFERRAL and INFORMATION SERVICE

One Reading Center

Philadelphia, Pennsylvania 19107

(215) 238-6333

TTY: (215) 451-6197

ADVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE LICENCIADOS DE FILADELFA

SERVICIO DE REFERENCIA E INFORMACION LEGAL

One Reading Center

Philadelphia, Pennsylvania 19107

Teléfono (215) 238-6333

TTY: (215) 451-6197

1. Plaintiff ERIANNA LOTT-BECKLES (hereinafter referred to as "P1") is an adult individual who, at all times relevant hereto is a citizen of the Commonwealth of Pennsylvania residing at the above captioned address.

2. Plaintiff NIGEL BECKLES (hereinafter referred to as "P2") is an adult individual who, at all times relevant hereto is a citizen of the Commonwealth of Pennsylvania residing at the above captioned address.

3. Defendant STILLWATER INSURANCE COMPANY (hereinafter referred to as "D1") is a business entity licensed to transact business by virtue of the laws of the Commonwealth of Pennsylvania which regularly conducts business in the City and County of Philadelphia in the Commonwealth of Pennsylvania, with a principle place of business at the above captioned address.

4. Defendant STILLWATER INSURANCE SERVICES, INC. (hereinafter referred to as "D2") is a business entity licensed to transact business by virtue of the laws of the Commonwealth of Pennsylvania which regularly conducts business in the City and County of Philadelphia in the Commonwealth of Pennsylvania, with a principle place of business at the above captioned address.

5. Defendant STILLWATER INSURANCE GROUP (hereinafter referred to as "D3") is a business entity licensed to transact business by virtue of the laws of the Commonwealth of Pennsylvania which regularly conducts business in the City and County of Philadelphia in the Commonwealth of Pennsylvania, with



a principle place of business at the above captioned address.

6. At all times material hereto defendant D1 and/or defendant D2 and/or defendant D3 acted and or failed to act by and through their agents, servants, workmen and/or employees who was acting and/or failing to act in the course and scope of their employment.

7. At all times relevant hereto, P1 and P2 were the named insured's under a homeowners insurance policy number NP5-76946 issued to P1 and P2 by defendant D1 and/or defendant D2 and/or defendant D3. A copy of the policy is not attached hereto as it is in the exclusive possession of the defendants who have failed and refused to provide a copy of same to the plaintiff.

8. P1 and P2 paid the stipulated premiums to defendant D1 and/or defendant D2 and/or defendant D3 upon the aforementioned homeowners' insurance policy.

9. On August 1, 2016 P1 and P2 suffered a non-weather water loss to their property located at 6600 Ditman Street, Philadelphia, Pa 19135. Said property was listed on, and covered under, the aforementioned homeowners' insurance policy.

10. As a result of the non-weather water loss to their property located at 6600 Ditman Street, Philadelphia, Pa 19135, P1 and P2 suffered damages including but not limited to damage to the dwelling located on the property, loss and damage to personal property and loss of use of the property and dwelling thereon.

COUNT I  
PLAINTIFF P1 AND PLAINTIFF P2 VS. DEFENDANT D1  
BREACH OF CONTRACT

11. Plaintiff incorporates by reference the averments of all of the preceding paragraphs as though fully set forth at length herein.

12. The aforementioned homeowners' insurance policy entered into between P1 and P2 and the defendant constitutes a valid and enforceable contract between the parties.

13. Under the aforementioned homeowners' insurance policy the defendant is required to provide to the plaintiff dwelling coverage, personal property coverage and loss of use coverage in an unknown amount because the defendant has failed and refused to provide P1 and P2 with the amount of the coverage to which they are entitled.

14. The P1 and P2 are is eligible for the dwelling coverage, personal property coverage and loss of use coverage under the aforementioned homeowners' insurance policy and has complied and cooperated with the defendant's requirements to obtain said benefits.

15. The defendant has failed and refused to provide dwelling coverage, personal property coverage and loss of use coverage to the plaintiff.

16. Defendant's failure and refusal to pay Plaintiff the dwelling coverage, personal property coverage and loss of use coverage under the aforementioned homeowners' insurance policy is a

material breach of the Agreement.

17. Plaintiff is entitled to recover all damages naturally and proximately resulting from Defendant's breach of contract.

18. As a direct and proximate result of Defendant's material breach of the Agreement, Plaintiff has sustained damages, exclusive of interest, attorney's fees and costs of suit.

WHEREFORE, Plaintiffs, demands damages against Defendant, in amount in excess of fifty thousand dollars (\$50,000.00), plus counsel fees, costs and interest. This amount is in excess of this jurisdictions compulsory arbitration limits.

**COUNT II**  
**PLAINTIFF P1 AND PLAINTIFF P2 VS. DEFENDANT D2**  
**BREACH OF CONTRACT**

19. Plaintiff incorporates by reference the averments of all of the preceding paragraphs as though fully set forth at length herein.

20. The aforementioned homeowners' insurance policy entered into between P1 and P2 and the defendant constitutes a valid and enforceable contract between the parties.

21. Under the aforementioned homeowners' insurance policy the defendant is required to provide to the plaintiff dwelling coverage, personal property coverage and loss of use coverage in an unknown amount because the defendant has failed and refused to provide P1 and P2 with the amount of the coverage to which they are entitled.

22. The P1 and P2 are is eligible for the dwelling

coverage, personal property coverage and loss of use coverage under the aforementioned homeowners' insurance policy and has complied and cooperated with the defendant's requirements to obtain said benefits.

23. The defendant has failed and refused to provide dwelling coverage, personal property coverage and loss of use coverage to the plaintiff.

24. Defendant's failure and refusal to pay Plaintiff the dwelling coverage, personal property coverage and loss of use coverage under the aforementioned homeowners' insurance policy is a material breach of the Agreement.

25. Plaintiff is entitled to recover all damages naturally and proximately resulting from Defendant's breach of contract.

26. As a direct and proximate result of Defendant's material breach of the Agreement, Plaintiff has sustained damages, exclusive of interest, attorney's fees and costs of suit.

WHEREFORE, Plaintiffs, demands damages against Defendant, in amount in excess of fifty thousand dollars (\$50,000.00), plus counsel fees, costs and interest. This amount is in excess of this jurisdictions compulsory arbitration limits.

**COUNT III**  
**PLAINTIFF P1 AND PLAINTIFF P2 VS. DEFENDANT D3**  
**BREACH OF CONTRACT**

27. Plaintiff incorporates by reference the averments of all of the preceding paragraphs as though fully set forth at length herein.

28. The aforementioned homeowners' insurance policy entered into between P1 and P2 and the defendant constitutes a valid and enforceable contract between the parties.

29. Under the aforementioned homeowners' insurance policy the defendant is required to provide to the plaintiff dwelling coverage, personal property coverage and loss of use coverage in an unknown amount because the defendant has failed and refused to provide P1 and P2 with the amount of the coverage to which they are entitled.

30. The P1 and P2 are is eligible for the dwelling coverage, personal property coverage and loss of use coverage under the aforementioned homeowners' insurance policy and has complied and cooperated with the defendant's requirements to obtain said benefits.

31. The defendant has failed and refused to provide dwelling coverage, personal property coverage and loss of use coverage to the plaintiff.

32. Defendant's failure and refusal to pay Plaintiff the dwelling coverage, personal property coverage and loss of use coverage under the aforementioned homeowners' insurance policy is a material breach of the Agreement.

33. Plaintiff is entitled to recover all damages naturally and proximately resulting from Defendant's breach of contract.

34. As a direct and proximate result of Defendant's material breach of the Agreement, Plaintiff has sustained damages, exclusive

of interest, attorney's fees and costs of suit.

WHEREFORE, Plaintiffs, demands damages against Defendant, in amount in excess of fifty thousand dollars (\$50,000.00), plus counsel fees, costs and interest. This amount is in excess of this jurisdictions compulsory arbitration limits.

**COUNT IV**  
**PLAINTIFF P1 and PLAINTIFF P2 v. DEFENDANT D1**  
**BAD FAITH**

35. Plaintiff incorporates paragraphs 1 through 34 as though same were set forth herein at length.

36. In violation of the policies and laws of the Commonwealth of Pennsylvania, the defendant unreasonably, unfairly and in bad faith withheld and/or unreasonably delayed payment of the dwelling coverage, personal property coverage and loss of use coverage to which plaintiffs are entitled. The wrongful conduct consisted of the following:

- a) Failing to objectively and fairly evaluate plaintiffs' claim;
- b) Unreasonably delaying the objective and fair evaluation of plaintiffs' claim;
- c) Causing unreasonable delays in all aspects of the handling of plaintiffs' claim;
- d) Dilatory and abusive claims handling;
- e) Conducting an unfair, unreasonable and dilatory investigation of plaintiffs' claim;
- f) Failing to assign adequately experienced and/or



qualified claims adjusters to the claim;

- g) Compelling the plaintiff to seek legal redress by forcing plaintiff to commence civil action to recover underinsured motorist benefits to which he is entitled;
- h) Failing to make dwelling coverage, personal property coverage and loss of use coverage payments on behalf of the plaintiffs at a time when defendant knew that plaintiffs were entitled to said payment under the terms of the aforementioned homeowners' insurance policy;
- i) Withholding payments to the plaintiffs knowing plaintiffs claims for dwelling coverage, personal property coverage and loss of use coverage benefits under said homeowners' insurance policy to be valid;

37. In light of the conduct summarized above, defendant lacked a reasonable basis for denying and/or delaying benefits to plaintiffs and knew of or recklessly disregarded its lack of a reasonable basis.

38. In light of the conduct summarized above, defendant has violated the policy's implied covenant of good faith and fair dealing and/or has committed the tort of bad faith, including but not limited to violating 42 Pa. C.S.A. §8371 for which the defendant is liable for interest on the claim from the date the claim was made in an amount equal to the prime rate of interest

plus three percent (3%), court costs, attorney fees, punitive damages and such other compensatory damage and/or consequential damages allowed by law.

**WHEREFORE**, plaintiffs demands judgment in their favor and against defendant in an amount in excess of Fifty Thousand Dollars (\$50,000.00) together with punitive damages, costs, interest and attorney fees and such other relief as the Court deems just and proper. Said amount is in excess of this jurisdictions compulsory arbitration limits.

**COUNT V**  
**PLAINTIFF P1 and PLAINTIFF P2 v. DEFENDANT D2**  
**BAD FAITH**

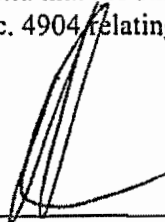
39. Plaintiff incorporates paragraphs 1 through 38 as though same were set forth herein at length.

40. In violation of the policies and laws of the Commonwealth of Pennsylvania, the defendant unreasonably, unfairly and in bad faith withheld and/or unreasonably delayed payment of the dwelling coverage, personal property coverage and loss of use coverage to which plaintiffs are entitled. The wrongful conduct consisted of the following:

- a) Failing to objectively and fairly evaluate plaintiffs' claim;
- b) Unreasonably delaying the objective and fair evaluation of plaintiffs' claim;
- c) Causing unreasonable delays in all aspects of the handling of plaintiffs' claim;

VERIFICATION

I, Allan J. Aigeldinger, III, hereby state I am the attorney for the plaintiff in this action. I verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information and belief. I understand that the statements made in said document are made subject to the penalties of 18 Pa.C.S. sec. 4904 relating to unsworn falsifications to authorities.

/S/   
Allan J. Aigeldinger, III, Esquire

Dated: 7/30/18